UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/939,911	08/27/2001	Scot D. Wilce	G08.003	5297

28062	7590	11/22/2005

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EXAMINER
LIVERSEDGE, JENNIFER L

ART UNIT	PAPER NUMBER
3628	

DATE MAILED: 11/22/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

PTO-90C (Rev. 10/03)

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>26 May 2005</u>.

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *17-23 and 41-55* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *17-23 and 41-55* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
    Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____.

5)☐ Notice of Informal Patent Application (PTO-152)

6)☐ Other: _____.

DETAILED ACTION

1.   This Office Action is responsive to Applicant's amendment and request for

reconsideration of application 09/939,911 (August 27, 2001) filed on May 26, 2005.

The amendment contains canceled claims: 1-16, 24-40.

The amendment contains amended claims: 17, 19, 21-22, 41-42, 52, and 55.

The amendment contains original claim: 23.

The amendment contains previously presented claims: 18, 20, 43-51, 53-54.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set
> forth in section 102 of this title, if the differences between the subject matter sought to be patented and
> the prior art are such that the subject matter as a whole would have been obvious at the time the
> invention was made to a person having ordinary skill in the art to which said subject matter pertains.
> Patentability shall not be negatived by the manner in which the invention was made.

The factual inquiries set forth in *Graham* v. *John Deere Co.*, 383 U.S. 1, 148

USPQ 459 (1966), that are applied for establishing a background for determining

obviousness under 35 U.S.C. 103(a) are summarized as follows:

1.   Determining the scope and contents of the prior art.
2.   Ascertaining the differences between the prior art and the claims at issue.
3.   Resolving the level of ordinary skill in the pertinent art.
4.   Considering objective evidence present in the application indicating
       obviousness or nonobviousness.

Claims 17-23, 41-44 and 46-55 rejected under 35 U.S.C. 103(a) as being

unpatentable over Whitesage (PGPUB 2002/0010686) in view of Fino et al. (Hereafter

Fino, PGPUB 2003/0172006), and further in view of "RB&W Negotiating Loan

Agreements to Cure Default" by R.C. Drabik in Business Wire on January 30, 1992

(further referred to as Drabik).

Re Claim 17 and 55: Whitesage discloses a method and medium storing

instructions for utilizing an agreement modeling system, comprising: receiving, by an

agreement modeling system, an indication of an agreement between a party and a

counter-party (see page 1 [0006]), the agreement including an agreement term

associated with a term date (see claim 36); receiving an indication of a transaction

associated with a transaction date (see claim 34);

Whitesage does not disclose: receiving, by the agreement modeling system, a

query, wherein the query comprises an indication of a query date, the query date being

a date other than the date on which the indication of the query date is received, and an

indication of a transaction date associated with a transaction wherein the transaction

date is different than the query date; determining by the agreement modeling system,

an applicability of the agreement term with respect to the transaction, as of the query

date, based at least in part on a comparison of the term date, the transaction date, the

modification date, and the query date; and providing, by the agreement modeling

system, and indication of the determination.

However, Fino discloses: receiving, by the agreement modeling system, a query,

wherein the query comprises an indication of a query date (see Fig 5J, contract details

as of the specified date), the query date being a date other than the date on which the

indication of the query date is received and an indication of a transaction date

associated with a transaction wherein the transaction date is different than the query

date (i.e. contract details as of the specified dates, see Fig 5H and 5J); determining by

the agreement modeling system, an applicability of the agreement term with respect to

the transaction, as of the query date, based at least in part on a comparison of the term

date, the transaction date, the modification date, and the query date; and providing, by

the agreement modeling system, and indication of the determination (i.e. reviewing the

contract, see [0049]). Thus it would be obvious to one having ordinal skill in the art at

the time of invention was made to modify the method for agreement modeling system of

Whitesage by adapting the teaching of Fino to provide the user more options to view the

status of his contract.

Neither Whitesage nor Fino disclose receiving, by the agreement modeling

system, subsequent to the receiving of the indication of the agreement, an indication of

a retroactive modification to the agreement, wherein the retroactive modification to the

agreement is associated with a modification date. However, Drabik discloses receiving,

by the agreement modeling system, subsequent to the receiving of the indication of the

agreement, an indication of a retroactive modification to the agreement, wherein the

retroactive modification to the agreement is associated with a modification date (see

page 1, line 8 – page 2, line 1). It would be obvious to one of ordinary skill in the art to

combine the retroactive modification date as disclosed by Drabik with the agreement

modeling system of Whitesage as modified by Fino. The motivation would be that at

times, either the supplier or the customer would require some type of modification to the

contract and a method for capturing and implementing those changes would be required.

Whitesage discloses a system of storing, by the agreement modeling system, information indicative of the agreement term, information indicative of the term date, information indicative of the modification date (page 1, [0007]). Whitesage does not disclose storing information indicative of the retroactive modification, but given the combination as shown above, it would be obvious to one of ordinary skill in the art to save the retroactive modifications. The motivation would be to save all relevant information related to the account, creating a history of the account transaction.

Re Claim 18: Whitesage further discloses: The method, wherein the term date comprises at least one of: (i) a term effective date (see [0080]), (ii) a term expiration date, (iii) a term period, or (iv) a term entry date.

Re Claim 19: Whitesage does not disclose: The method, wherein the query date comprises a date indicated by a user. Fino discloses: The method, wherein the query date comprises a date indicated by a user (see Fig 5H and 5J). Thus it would be obvious to one having ordinary skill in the art at the time of invention was made lo modify the method for agreement modeling system of Whitesage by adapting the teaching of Fino to provide the user more options to view the status of his contract.

Re Claim 20: Whitesage further discloses: The method, wherein the indication of the agreement comprises at least one of: (i) an agreement identifier, (ii) a document identifier, (iii) a party entity identifier (see [0040]), (iv) a counter-party identifier, (v) a financial instrument identifier, or (vi) a financial product identifier.

Re Claim 21: Whitesage further discloses: The method, wherein at least one of the receiving of the indication of the agreement, the receiving of the indication of the retroactive modification of the agreement, or the receiving of the query comprises receiving information from at least one of: (i) a user (see [0133]), or (ii) a satellite system.

Re Claim 22: Whitesage further discloses: The method, wherein the providing comprising: transmitting an indication of the determination of the applicability of the agreement term with respect to the transaction, as of the query date, to at least one of: (i) a user (see [0164]), or (ii) a satellite system.

Re Claim 23: Whitesage further discloses: The method, further comprising: transmitting an indication associated with a supporting agreement document (see [0064]).

Re Claim 41: Whitesage further discloses: The method, further comprising: receiving, by the agreement modeling system, transaction information associated with

the transaction and the agreement (see [0129]); identifying, by the agreement modeling

system, agreement information associated with the agreement, wherein the agreement

information is stored by the agreement modeling system (see [0007] and [0148]);

evaluating, by the agreement modeling system, the transaction information and the

agreement information (see claim 3); and generating, by the agreement modeling

system, an indication based on said evaluating (see [0064]).

Re Claim 42: Whitesage further discloses: The method wherein said receiving of

the transaction information comprises receiving the transaction information from at least

one of: (i) a user (see [0133]), or (ii) a satellite system.

Re Claim 43: Whitesage further discloses: The method, wherein the satellite

system comprises at least one of: (i) a business system, (ii) a legal system, (iii) a

compliance system, (iv) a credit system (see [0141]), (v) a treasury system, or (vi) an

operations system.

Re Claim 44: Whitesage further discloses: The method, wherein the transaction

information is associated with at least one of: (i) a party entity (see [0061]), (ii) a

counter-party, (iii) the transaction date, (iv) an agreement date, (v) a financial product,

or (vi) a monetary amount.

Re Claim 46: Whitesage does not disclose: The method, wherein the financial

instrument comprises at least one of: (i) a swap instrument, (ii) an option instrument, (iii)

a buy instrument, (iv) a sell instrument, (v) a call instrument, (vi) a put instrument, (vii) a

forward instrument, (viii) a pre-paid forward instrument, (ix) a spot instrument, (x) a

repurchase agreement instrument, (xi) a loan instrument, (yii) a warrant instrument, and

(xiii) a contract for differences instrument.

However, Fino discloses: The method, wherein the financial instrument

comprises at least one of: a loan instrument (see [0041]). Thus it would be obvious to

one having ordinary skill in the art at the time of invention was made to modify the

method for agreement modeling system of Whitesage by adapting the teaching of Fino

to provide the user more options for financial transactions.

Re Claim 47: Neither Whitesage nor Fino disclose: The method, wherein the

agreement information is associated with a covered products matrix. However it is well

known to one having ordinary skill in the art at the time of the invention that agreement

information can be associated with a covered products matrix. It would have been

obvious to one of ordinary skill in the art at the time of the invention to modify the

system of Whitesage and Fino to provide a visual option.

Re Claim 48: The method, wherein the indication comprises at least one of: (i) an

indication of approval (see [0071]), (ii) an indication of non-approval, (iii) an indication

that further evaluation is required, and (iv) an indication that an amendment to an

agreement is required.

Re Claim 49: The method, wherein said generating comprises transmitting the

indication to at least one of: (i) a user (see [0164]), and (ii) a satellite system.

Re Claim 50: The method, wherein the transaction comprises at least one of: (i) a

pending transaction (see [0188]), and (ii) a completed transaction.

Re Claim 51: The method, wherein said evaluating is performed on at least one

of: (i) a transaction basis, and (ii) a batch of transactions (see [0061]).

Re Claim 52: Whitesage further discloses: An apparatus for utilizing an

agreement modeling system, comprising: a processor (see [0086]); and a storage

device in communication with said processor and storing instructions adapted to be

executed by said processor to (see claim 52): receive an indication of an agreement

between a party and a counter-party (see col 2, [0006]), the agreement including an

agreement term associated with a term date (see claim 36).

Whitesage does not disclose a processor to receive a query, wherein the query

comprises an indication of a query date, the query date being a date other than the date

on which the indication of the query date is received, and an indication of a transaction

date associated with a transaction, wherein the transaction date is different than the

query date; and determine an applicability of the agreement term with respect to the

transaction, as of the query date, based at least in part on a comparison of the term

date, the transaction date, the modification date, and the query date; and provide the

determination of the applicability of the agreement term with respect to the transaction,

as of the query date

However, Fino discloses a processor to receive a query, wherein the query

comprises an indication of a query date (see Fig 5J, contract details as of the specified

date), the query date being a date other than the date on which the indication of the

query date is received, and an indication of a transaction date associated with a

transaction, wherein the transaction date is different than the query date (i.e. contract

details as of the specified dates, see Fig 5H and Fig 5J); and determine an applicability

of the agreement term with respect to the transaction, as of the query date, based at

least in part on a comparison of the term date, the transaction date, the modification

date, and the query date; and provide the determination of the applicability of the

agreement term with respect to the transaction, as of the query date (i.e. reviewing the

contract, see [0049)]. Thus it would be obvious to one having ordinary skill in the art at

the time of invention was made to modify the method for agreement modeling system of

Whitesage by adapting the teaching of Fino to provide the user more options to view the

status of his contract.

Neither Whitesage nor Fino disclose receiving, subsequent to the receiving of the

indication of the agreement, an indication of a retroactive modification to the agreement,

wherein the retroactive modification to the agreement is associated with a modification

date. However, Drabik discloses receiving, by the agreement modeling system,

subsequent to the receiving of the indication of the agreement, an indication of a

retroactive modification to the agreement, wherein the retroactive modification to the

agreement is associated with a modification date (see page 1, line 8 – page 2, line 1). It

would be obvious to one of ordinary skill in the art to combine the retroactive

modification date as disclosed by Drabik with the agreement modeling system of

Whitesage as modified by Fino. The motivation would be that at times, either the

supplier or the customer would require some type of modification to the contract and a

method for capturing and implementing those changes would be required.

Whitesage discloses a processor to store at least one of information indicative of

the agreement term, information indicative of the term date, information indicative of the

retroactive modification, or information indicative of the modification date (page 1,

[0007]). Whitesage does not disclose storing information indicative of the retroactive

modification, but given the combination as shown above, it would be obvious to one of

ordinary skill in the art to save the retroactive modifications. The motivation would be to

save all relevant information related to the account, creating a history of the account

transaction.

Re Claim 53: Whitesage further discloses: The apparatus, wherein said storage

device further stores an agreement information database (see abstract).

Re Claim 54: Whitesage fudher discloses: The apparatus, further comprising: a

communication device coupled to said processor and adapted to communicate with at

least one of: (i) a client device, (ii) an agreement modeling system controller (i.e, a

system administrator see [0065]), (iii) a satellite system, and (iv) a counter-party device.

Claim 45 is rejected under 35 U.S.C. 103(a) as being unpatentable over

Whitesage in view of Fino as applied to claim 44, and further in view of Huberman

(USPAT 5,826,244).

Neither Whitesage nor Fino discloses: The method, wherein the financial product

comprises at least one of: (i) an equity product, (ii) a stock product, (iii) an index

product, (iv) a fixed income product, (v) a bond product, (vi) a bank loan product, (vii) a

whole loan product, (viii) an interest rate product, (ix) a credit derivative product, (x) a

commodity product, (xi) a metal product, (xii) a energy product, and (xiii) an agriculture

product.

Huberman discloses: The method, wherein the financial product comprises at

least one of: a commodity product (see column 19, lines 3-4). It would have been

obvious to one of ordinary skill in the art at the time of the invention to modify the

system of Whitesage and Fino by adapting the teaching of Huberman to provide user

with more options for financial products.

Response to Arguments

Applicant's arguments filed regarding 35 USC § 102 have been fully considered

but they are not persuasive. The art as disclosed by Whitesage and Fino suggest the

methods and apparatus to determine the applicability of the agreement term with

respect to the inquirer's choice of dates. Figures F, H and J in Fino's patent have been particularly cited in the previous and current Office Actions.

Further, the Examiner notes that the use of data archival systems for storing information is a well known concept, and one of ordinary skill in the art knows how to search the data archival system in order to review material saved for a given day or other period of time based on any query date to make a determination of the status of the information saved for that day. Internet systems such as The Wayback Machine are also available for this type or archival search outside of one's own database of archived database. Using The Wayback Machine, for example, an individual conducting a query can determine the status of internet-based applications and websites, searching by date of the inquirer's choice, and seeing the information available on that particular day. In both of these illustrations, the user is querying a date other than the query date in order to determine the status of the archived data based on the date other than the query date.

The Examiner has introduced Drabik into the current Office Action as new art related to the Applicant's amendment and inclusion of the term "retroactive modification" into the independent claims.

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within

TWO MONTHS of the mailing date of this final action and the advisory action is not

mailed until after the end of the THREE-MONTH shortened statutory period, then the

shortened statutory period will expire on the date the advisory action is mailed, and any

extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

the advisory action. In no event, however, will the statutory period for reply expire later

than SIX MONTHS from the date of this final action.

Conclusion

Any inquiry concerning this communication should be directed to Jennifer

Liversedge whose telephone number is 571-272-3167. The examiner can normally be

reached on Monday – Friday, 8:30 – 5 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Sam Sough can be reached at 571-272-6799. The fax number for the

organization where the application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the

Patent Application Information Retrieval (PAIR) system. Status information for

published applications may be obtained from either Private PAIR or Public PAIR.

Status information for unpublished applications is available through Private PAIR only.

For more information about the PAIR system, see http://pair-direct.uspto.gov. Should

you have questions on access to the Private PAIR system, contact the Electronic

Business Center (EBC) at 866-217-9197 (toll-free).

Jennifer Liversedge

Examiner

Art Unit 3628

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